

**SECOND AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE GOVERNMENT OF THE UNITED
STATES OF AMERICA
REGARDING A DEBT-FOR-NATURE SWAP WITH RESPECT TO CERTAIN DEBT OWED BY THE
GOVERNMENT OF THE REPUBLIC OF INDONESIA TO THE GOVERNMENT OF THE UNITED
STATES OF AMERICA**

The Government of the Republic of Indonesia ("GOI"), represented by the Ministry of Finance of the Republic of Indonesia, and the Government of the United States of America ("USG"), represented by the U.S. Department of the Treasury,

Seeking to facilitate the conservation, protection, restoration, and sustainable use and management of tropical forests in Indonesia, which play a vital role in protecting the world's climate and biodiversity and provide a wide range of benefits to humankind,

Noting that rapid rates of tropical deforestation and forest degradation continue to be serious problems in many regions of the world and that the alleviation of external debt in the context of broader economic reforms can result in increased protection for tropical forests,

Recognizing Indonesia's ongoing and positive performance under the previous Tropical Forest Conservation Act agreement concluded in 2009,

Recognizing the contribution of US\$19.8 million from the USG and US\$3.96 million from The Nature Conservancy ("TNC") and Yayasan World Wide Fund for Nature – Indonesia ("WWF") toward the cost of reducing US\$28,495,384.65 in principal and interest payments owed by the GOI to the USG, which total contribution will allow the GOI to redirect such reduced payments to support tropical forest conservation in Indonesia,

Further recognizing the role played by TNC and WWF in tropical forest protection in Indonesia, and the success of non-governmental organizations in Indonesia in conserving and managing tropical forest land in Indonesia, and

In furtherance of the goals of the U.S. Tropical Forest Conservation Act of 1998, Public Law No. 105-214, as amended, and the Omnibus Appropriations Act, 2009, Public Law No. 111-8.

Have agreed on this 29th day of September, 2011, as follows:

**ARTICLE I
DEFINITIONS**

- 1.1. Defined Terms. The capitalized terms contained and used in this Agreement shall have the meanings set forth in this Section 1.1 and elsewhere in this Agreement. If a capitalized term is not defined in this Agreement and is defined in the Swap Fee

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Contractual Agreement or the Forest Conservation Agreement, then it shall have the meaning set forth in the Swap Fee Contractual Agreement or the Forest Conservation Agreement, as applicable.

(a) "497 U034 November 2011 Payment" means, if the Closing Date is after November 15, 2011, the amount due on November 15, 2011, from, and paid by or on behalf of, the GOI to USAID with respect to Loan 497 U034 under the Outstanding Obligations.

(b) "497 T041 November 2011 Payment" means, if the Closing Date is after November 21, 2011, the amount due on November 21, 2011, from, and paid by or on behalf of, the GOI to USAID with respect to Loan 497 T041 under the Outstanding Obligations.

(c) "497 H031 November 2011 Payment" means, if the Closing Date is after November 22, 2011, the amount due on November 22, 2011, from, and paid by or on behalf of, the GOI to USAID with respect to Loan 497 H031 under the Outstanding Obligations.

(d) "497 V042 December 2011 Payment" means, if the Closing Date is after December 1, 2011, the amount due on December 1, 2011, from, and paid by or on behalf of, the GOI to USAID with respect to Loan 497 V042 under the Outstanding Obligations.

(e) "497 T040 December 2011 Payment" means, if the Closing Date is after December 14, 2011, the amount due on December 14, 2011, from, and paid by or on behalf of, the GOI to USAID with respect to Loan 497 T040 under the Outstanding Obligations.

(f) "497 W050 December 2011 Payment" means, if the Closing Date is after December 14, 2011, the amount due on December 14, 2011, from, and paid by or on behalf of, the GOI to USAID with respect to Loan 497 W050 under the Outstanding Obligations. The 497 W050 December 2011 Payment, along with the 497 U034 November 2011 Payment, the 497 T041 November 2011 Payment, the 497 H031 November 2011 Payment, the 497 V042 December 2011 Payment, and the 497 T040 December 2011 Payment shall be collectively referred to as the "November and December 2011 Payments."

(g) "Administrator" has the meaning set forth in the Forest Conservation Agreement.

(h) "Agreement" means this Second Agreement between the Government of the Republic of Indonesia and the Government of the United States of America

Regarding a Debt-for-Nature Swap with Respect to Certain Debt Owed by the Government of the Republic of Indonesia to the Government of the United States of America, as it may be amended from time to time.

(i) "Business Day" means any day on which the Federal Reserve Bank of New York and the Central Bank of Indonesia are both open for business.

(j) "Closing" has the meaning set forth in Section 2.3 of this Agreement.

(k) "Closing Date" has the meaning set forth in Section 2.3 of this Agreement.

(l) "Debt Reduction Payment" means the transfer of nineteen million, eight hundred thousand U.S. Dollars (US\$19,800,000) by the USG from the Debt Restructuring Account to the USAID Account.

(m) "Debt Restructuring Account" means the "Debt Restructuring Program Account" of the U.S. Department of the Treasury.

(n) "Debt Service Account" has the meaning set forth in the Forest Conservation Agreement.

(o) "Depository" has the meaning set forth in the Forest Conservation Agreement.

(p) "Depository Agreement" has the meaning set forth in the Forest Conservation Agreement.

(q) "Forest Conservation Agreement" means the Forest Conservation Agreement among the Government of the Republic of Indonesia, The Nature Conservancy, and Yayasan World Wide Fund for Nature – Indonesia, dated as of the date hereof, as it may be amended from time to time.

(r) "New FCA Obligations" means the GOI's new undertakings pursuant to this Agreement and the Forest Conservation Agreement that replace, in part, the Outstanding Obligations and obligate the GOI to make Payments to the Debt Service Account, in accordance with the terms and conditions set forth in this Agreement and the Forest Conservation Agreement, in the amounts set forth in Schedule A.2 of this Agreement.

(s) "New Obligations" means, collectively, the New FCA Obligations and the New USAID Obligations, which together shall replace in their entirety the Outstanding Obligations.

(t) "New USAID Obligations" means the GOI's new undertakings pursuant to this Agreement that replace, in part, the Outstanding Obligations and obligate the GOI to make Payments to USAID, in accordance with Schedule A.1 of this Agreement, in accordance with the terms and conditions governing payments under the Outstanding Obligations, as well as the terms and conditions set forth in this Agreement.

(u) "Outstanding Obligations" means Loans 497 U034, 497 H031, 497 H028, 497 U044, 497 U045, 497 V042, 497 V049, 497 U043, 497 W050, 497 T048, 497 T041, and 497 T040 under the agreements entitled "Loan Agreement between the Government of the Republic of Indonesia and the Government of the United States of America acting through the Agency for International Development," dated February 7, 1975, January 24, 1974, April 9, 1973, January 24, 1977, January 24, 1977, October 28, 1976, April 12, 1978, October 28, 1976, April 12, 1978, April 12, 1978, July 28, 1976, and July 28, 1976, respectively, that obligate the GOI to repay principal and interest on debt whose aggregate outstanding principal sums amount to US\$27,449,281.57 as of September 27, 2011.

(v) "Oversight Committee" has the meaning set forth in the Forest Conservation Agreement.

(w) "Party" means either the USG or the GOI, and "Parties" means, collectively, the USG and the GOI.

(x) "Payment(s)" means the payment(s) to be made by the GOI under the New Obligations as shown in Schedule A.1 and Schedule A.2.

(y) "Payment Due Date" has the meaning set forth in Section 6.1 of this Agreement.

(z) "Swap Fee Contractual Agreement" means the Swap Fee Contractual Agreement among the Government of the United States of America, The Nature Conservancy, and Yayasan World Wide Fund for Nature - Indonesia, dated as of the date hereof, as it may be amended from time to time.

(aa) "TFCA" means the U.S. Tropical Forest Conservation Act of 1998, Public Law No. 105-214, as amended.

(bb) "TFCA Evaluation Sheet" means a measure of TFCA program effectiveness prepared by the USG in its sole discretion, as it may be reasonably amended by the USG from time to time.

(cc) "TNC" means The Nature Conservancy, a nonprofit corporation organized under the laws of the District of Columbia, and any of its successors.

(dd) "USAID" means the U.S. Agency for International Development.

(ee) "USAID Account" means the Debt Restructuring Financing Account #11X4137 of USAID in the name of "Controller, Office of the Chief Financial Officer, Agency for International Development," ALC# 72000001, on the books of the Federal Reserve Bank of New York.

(ff) "U.S. Dollar" or "US\$" means the legal tender of the United States of America.

(gg) "WWF" means Yayasan World Wide Fund for Nature – Indonesia, a foundation duly established, organized, and existing under the laws of Indonesia, and any of its successors.

ARTICLE II CLOSING

- 2.1. Obligations of the USG. Pursuant to the terms and subject to the conditions hereof, at the Closing, the USG shall (a) make the Debt Reduction Payment and cancel all remaining amounts due and unpaid under the Outstanding Obligations; and (b) substitute the New Obligations for the Outstanding Obligations.
- 2.2. Obligations of the GOI. Pursuant to the terms and subject to the conditions hereof, at the Closing, the GOI shall (a) substitute the New Obligations for the Outstanding Obligations; and (b) if the Closing Date coincides with a Payment Due Date, make the Payment due to the Debt Service Account on such Payment Due Date under the New FCA Obligations in accordance with the terms of this Agreement and the Forest Conservation Agreement.
- 2.3. Closing. After the conditions set forth in Article IV have been met or waived, the consummation of the transactions set forth in Sections 2.1 and 2.2 above (the "Closing") shall take place on a Business Day (the "Closing Date") on or before January 6, 2012, as may be agreed by the Parties, TNC, and WWF in writing.

ARTICLE III PAYMENT OF NEW OBLIGATIONS

- 3.1. Payments of Principal and Interest. The GOI shall (a) make Payments of principal and interest after the Closing in U.S. Dollars to USAID on the New USAID Obligations in accordance with the payment schedule in Schedule A.1 of this Agreement (which Payments shall be subject to the terms and conditions governing payments under the Outstanding Obligations); and (b) make Payments of principal and interest after the Closing in U.S. Dollars to the Debt Service Account on the New FCA Obligations in accordance with the payment schedule in Schedule A.2 of this Agreement. All Payments

made to USAID shall be deposited in the USAID Account by wire transfer in accordance with the wire transfer instructions set forth in Schedule B.

- 3.2. Refund of Certain Loan Payments. The Parties agree that, if the Closing has not occurred on or before the Payment Due Date for one or more of the November and December 2011 Payments, the GOI shall make such respective Payment(s) in full to USAID in accordance with the relevant terms and conditions under the Outstanding Obligations. After the Closing, USAID will transfer any November and December 2011 Payments received by USAID to the Debt Service Account. Such transfer shall occur no later than fourteen (14) Business Days after the Closing Date.
- 3.3. Overdue Payment of New FCA Obligations. Interest shall accrue on each of the New FCA Obligations, at the per annum interest rate stipulated in the Outstanding Obligations, on any overdue and unpaid installment for the period from and including the applicable Payment Due Date to, but excluding, the date on which the overdue amount is paid in full.
- 3.4. Business Day Adjustment for New FCA Obligations. Where the day on or by which a Payment under the New FCA Obligations is due to be made is not a Business Day, such Payment shall be made on or by the next succeeding Business Day. Interest, fees, and charges (if any) thereon shall continue to accrue for the period from the due date that is not a Business Day to that next succeeding Business Day.
- 3.5. Voluntary Prepayment of New FCA Obligations. In accordance with the terms and conditions set forth in the Forest Conservation Agreement, the GOI may prepay without any cost, premium, or penalty all or any portion of the New FCA Obligations after giving at least thirty (30) days' prior notice to the Oversight Committee. Any such prepayment shall be made at face value, with no discount for early payment.
- 3.6. Additional Costs. Except for those payments, fees, and costs that arise or may arise under Sections 3.1, 3.3, 3.4, 3.5, 5.1, and Article VI of this Agreement, no additional fees, costs, or payments shall be charged by the USG to the GOI.
- 3.7. Payment Obligation Absolute. The payment obligations of the GOI hereunder constitute the direct, unconditional, and general obligations of the GOI backed by the full faith and credit of the GOI.
- 3.8. No Assignment. The GOI shall not assign, delegate, or otherwise transfer any obligation under the New Obligations to any third party without the prior written consent of the USG. Such consent by the USG shall not be unreasonably withheld or delayed.

ARTICLE IV CONDITIONS TO CLOSING

4.1. Conditions Precedent of the USG. The obligation of the USG to make the Debt Reduction Payment and to substitute the New Obligations for the Outstanding Obligations shall be subject to the fulfillment of each of the following conditions performed to the satisfaction of the USG, or waiver of the condition by the USG, on or prior to the Closing Date:

(a) Swap Fee Contractual Agreement. TNC and WWF shall have executed and delivered the Swap Fee Contractual Agreement, such agreement shall have entered into force, and TNC and WWF shall have duly performed and complied in all material respects with all agreements, covenants, and conditions applicable to it under the Swap Fee Contractual Agreement as of the Closing Date;

(b) Forest Conservation Agreement. The Forest Conservation Agreement shall have been executed and delivered by the parties thereto, such agreement shall have entered into force, and the conditions set forth in Section 3.2 of the Forest Conservation Agreement shall have been satisfied or waived prior to, or concurrently with, the Closing;

(c) Payment under the Outstanding Obligations. The GOI shall have paid in full all amounts due under the Outstanding Obligations up to, but not including, the Closing Date;

(d) Wire Transfer Instructions. The USG and the GOI shall have received from the Depository wire transfer instructions with respect to the Debt Service Account substantially in the form of Schedule C; and

(e) Other Documents. The USG shall have received from the GOI such further documents, opinions, and certificates as the USG shall reasonably request.

ARTICLE V ADDITIONAL COVENANTS OF THE GOI AND THE USG

5.1. Imposition of Taxes on Execution and Delivery of this Agreement and on New FCA Obligations. Under the current laws of the Republic of Indonesia, the execution and delivery of this Agreement are not subject to any taxes, duties, fees, levies, or other assessments or charges imposed by the GOI or any local government, taxing authority, or subdivision thereof in the Republic of Indonesia (collectively, "Taxes"). The GOI shall make all Payments without any costs to the other Parties and without any deduction, compensation, or set-off on account of any Taxes or otherwise. If the GOI is required by law or regulation of the Republic of Indonesia to make any deduction or withholding from any Payment to the Debt Service Account, or if any Payment is otherwise reduced by reason of any Tax, whether now in effect or enacted or imposed in the future, the GOI shall, together with such Payment, pay such additional amount to the Debt Service

Account as will ensure that the Debt Service Account receives (net of any Tax or other deduction or withholding) the full amount which it would have received if no such deduction, withholding, or reduction had been required.

- 5.2. Consultation. The GOI agrees to consult with the USG, TNC, and WWF before undertaking any action that could reasonably be expected to affect the activities of the Administrator, the Depository, or the Oversight Committee.
- 5.3. Financial Reports. The GOI agrees to forward to the USG, upon request of the USG, all activity reports, financial audits, and other reports from the Administrator or the Depository provided to the GOI.
- 5.4. Audits and Evaluations. The GOI agrees to assist the USG in the performance of any audits and evaluations of this TFCA program deemed necessary by the USG in its sole discretion. Such audits and evaluations may be in addition to audits and evaluations required under the Forest Conservation Agreement. The GOI further agrees to assist the USG in obtaining any information requested by the USG for purposes of such audits and evaluations (such as the TFCA Evaluation Sheet). The GOI also agrees to assist the USG in remedying any deficiencies in the performance of this TFCA program identified by the USG through any such audits and evaluations (including the TFCA Evaluation Sheet). The USG agrees to consult with the Oversight Committee on the deficiencies identified through such audits and evaluations (including the TFCA Evaluation Sheet) and on the solutions to remedy such deficiencies.
- 5.5. Notice of Amendment. The GOI shall promptly notify the USG of any proposed amendment to the Forest Conservation Agreement, and must obtain the USG's approval prior to adopting any such proposed amendment.
- 5.6. Notice of Breach of Swap Fee Contractual Agreement. The USG shall promptly notify the GOI of (a) any material breach of any covenants or obligations by TNC or WWF under the Swap Fee Contractual Agreement; or (b) any act or omission by TNC or WWF that comes to the attention of the USG and that is reasonably likely to give rise to a material breach of such agreement.
- 5.7. Public Availability. The USG and the GOI agree that this Agreement, the Forest Conservation Agreement, and the Swap Fee Contractual Agreement, including all annexes, schedules, and appendices thereof, may be made available to the public.

ARTICLE VI

FAILURE TO MAKE PAYMENTS UNDER NEW FCA OBLIGATIONS

- 6.1. In the event that the GOI does not make full payment of any installment under the New FCA Obligations when due under this Agreement (each such due date, a "Payment Due

Date”), the GOI shall immediately commence discussions with the USG to resolve such payment default. In no event shall such discussions be commenced later than twenty-one (21) Business Days after the respective Payment Due Date. The GOI and the USG agree to use their best efforts to find a mutually acceptable resolution.

- 6.2. In the event that the GOI and the USG are unable to find a mutually acceptable solution within sixty (60) days following the Payment Due Date on which the GOI failed to make full payment, the USG, in its sole discretion, may declare all, or any part of, future payments under the New FCA Obligations due and payable immediately in U.S. Dollars, in which case, such amounts shall be paid to the Depository for deposit into the Debt Service Account for distribution in accordance with the Forest Conservation Agreement.
- 6.3. If, after one hundred twenty (120) days from the applicable Payment Due Date, the GOI still has not paid all arrears under the New FCA Obligations, and any one of the following events has occurred: (a) the USG has not exercised its rights under Section 6.2 above; or (b) the USG has exercised its rights under Section 6.2, but has not made a claim for all future payments under the New FCA Obligations to be due and payable immediately in U.S. Dollars; then TNC or WWF shall have the right to seek the enforcement of the New FCA Obligations in accordance with Section 9.5.1 of the Forest Conservation Agreement.

ARTICLE VII CONSULTATION

- 7.1. Upon the written request of either Party, the Parties shall consult concerning the implementation or interpretation of this Agreement. These consultations shall take place within thirty (30) days after a request for consultation is received from the other Party.

ARTICLE VIII AMENDMENT AND NOTIFICATION

- 8.1. Amendment; Waiver. This Agreement may be amended with the written consent of both Parties. No provision of this Agreement may be waived orally, but only by a written instrument signed by both Parties. A failure or delay in exercising any right, power, or privilege with respect to this Agreement shall not be presumed to operate as a waiver, and a failure or delay in exercising a single or partial exercise of any right, power, or privilege shall not be presumed to preclude any subsequent or further exercise of that right, power, or privilege, or the exercise of any other right, power, or privilege.
- 8.2. Notice. All notices, consents, requests, instructions, approvals, and other communications provided for herein shall be in writing and shall be deemed validly given (a) on the date of delivery when delivered by hand; (b) on the date of transmission when sent by facsimile transmission; or (c) on the date of receipt in accordance with the records of receipt of a reputable overnight courier that maintains records of receipt, all addressed

as set forth below (or to such other address as any Party shall have designated by notice in accordance with this Section 8.2 to the other Party).

(a) To the USG:
Deputy Assistant Secretary
for Environment and Energy
U.S. Department of the Treasury
1500 Pennsylvania Avenue, N.W.
Washington, DC 20220 U.S.A.
(202) 622-2000 (telephone)
(202) 622-6728 (facsimile)

(b) To the GOI:
Director of Funds
Directorate General of Debt Management, MOF
Prijadi Praptosuhardjo II Building, 3rd Floor
Jalan Lapangan Banteng Timur No. 2-4
Jakarta 10710
(62 21) 3458289 (telephone)
(62 21) 3812859 (facsimile)

and

Director of Evaluation, Accountancy, and Settlement
Directorate General of Debt Management, MOF
Prijadi Praptosuhardjo II Building, 2nd Floor
Jalan Lapangan Banteng Timur No. 2-4
Jakarta 10710
(62 21) 3864778 (telephone)
(62 21) 3483712 (facsimile)

ARTICLE IX ENTRY INTO FORCE AND TERMINATION

- 9.1. Entry into Force. This Agreement shall enter into force on the date of the last signature below, provided that such date shall fall (a) after September 26, 2011, and (b) on or before September 30, 2011. Each Party's signature below evidences that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled under the respective Party's laws. Once in force, this Agreement shall remain in force

unless terminated in accordance with Article 9.2 of this Agreement.

- 9.2. Termination. This Agreement shall terminate (a) on January 6, 2012, if the Closing has not occurred on or before that date, or (b) if the Closing has occurred, upon the payment by the GOI of all amounts due under this Agreement. In addition, a Party may terminate this Agreement upon or after the termination of the Forest Conservation Agreement and the Swap Fee Contractual Agreement, provided that the Party intending to terminate this Agreement (i) provides notice to the other Party at least seven (7) calendar days in advance of the requested termination date which shall be a Business Day; and (ii) is not in default under this Agreement, the Forest Conservation Agreement, or the Swap Fee Contractual Agreement; provided, however, that the GOI's payment obligations under Article III, Section 5.1, and Article VI of this Agreement shall not so terminate.

ARTICLE X OTHER PROVISIONS

- 10.1. Schedules. The following schedules are part of this Agreement:

Schedule A.1	Payment Schedule for New USAID Obligations
Schedule A.2	Payment Schedule to the Depository for New FCA Obligations
Schedule B	Wire Transfer Instructions for New USAID Obligations
Schedule C	Wire Transfer Instructions for Debt Service Account

[End of text, signature page follows]

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have executed and delivered this Agreement.

DONE at Jakarta, Indonesia, this 29th day of September, 2011, in the English language.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**

**FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA:**



Date: _____

Date: _____

[Handwritten initials]

Schedule A.1: Schedule of Payments to USAID under New USAID Obligations

Loan 497 H028		
Payment Date	Scheduled Principal	Scheduled Interest
3/26/2012	\$ 239,678.09	\$ 22,396.31
9/26/2012	\$ 243,273.26	\$ 18,801.14
3/26/2013	\$ 246,922.36	\$ 15,152.04
9/26/2013	\$ 250,626.19	\$ 11,448.20
3/26/2014	\$ 254,385.59	\$ 7,688.81
9/26/2014	\$ 258,201.43	\$ 3,873.03
TOTAL	\$ 1,493,086.92	\$ 79,359.53

AMG

Schedule A.2: Schedule of Payments under New FCA Obligations

Obligation 1				Obligation 2				Obligation 3				Obligation 4				Obligation 5				Obligation 6			
Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total
11/15/2011	\$ 543,527.84	\$ 68,752.24	\$ 612,280.08	11/22/2011	\$ 588,247.12	\$ 64,815.95	\$ 653,063.07	3/26/2012	\$ 154,381.95	\$ 14,424.08	\$ 168,806.03	10/2/2012	\$ 134,576.17	\$ 33,875.28	\$ 168,451.45	2/11/2012	\$ 144,277.81	\$ 33,437.21	\$ 177,715.02	12/1/2011	\$ 102,983.42	\$ 21,992.36	\$ 124,975.78
5/15/2012	\$ 551,680.76	\$ 60,599.32	\$ 612,280.08	5/22/2012	\$ 597,070.82	\$ 55,792.25	\$ 652,863.07	9/26/2012	\$ 156,677.38	\$ 12,108.65	\$ 168,786.03	7/6/2012	\$ 136,594.81	\$ 31,656.63	\$ 168,251.44	8/11/2012	\$ 146,441.98	\$ 31,273.04	\$ 177,715.02	6/1/2012	\$ 104,528.17	\$ 20,447.61	\$ 124,975.78
11/15/2012	\$ 559,955.97	\$ 52,324.11	\$ 612,280.08	11/22/2012	\$ 606,026.88	\$ 46,836.16	\$ 652,863.07	3/26/2013	\$ 159,027.54	\$ 9,758.49	\$ 168,786.03	10/2/2013	\$ 138,643.74	\$ 29,807.71	\$ 168,451.45	2/11/2013	\$ 148,638.61	\$ 29,076.41	\$ 177,715.02	12/1/2012	\$ 106,096.10	\$ 18,879.68	\$ 124,975.78
5/15/2013	\$ 568,355.31	\$ 43,924.77	\$ 612,280.08	5/22/2013	\$ 615,117.29	\$ 37,746.78	\$ 652,863.07	9/26/2013	\$ 161,412.85	\$ 7,373.08	\$ 168,786.03	7/6/2013	\$ 140,723.39	\$ 27,528.06	\$ 168,251.44	8/11/2013	\$ 150,868.19	\$ 26,946.83	\$ 177,715.02	6/1/2013	\$ 107,687.54	\$ 17,288.24	\$ 124,975.78
11/15/2013	\$ 576,880.64	\$ 35,396.44	\$ 612,280.08	11/22/2013	\$ 624,344.05	\$ 28,519.02	\$ 652,863.07	3/26/2014	\$ 163,834.14	\$ 4,951.88	\$ 168,786.03	10/2/2014	\$ 142,834.24	\$ 25,417.21	\$ 168,251.44	2/11/2014	\$ 153,131.21	\$ 24,583.81	\$ 177,715.02	12/1/2013	\$ 109,302.85	\$ 15,672.93	\$ 124,975.78
5/15/2014	\$ 585,533.85	\$ 26,746.23	\$ 612,280.08	5/22/2014	\$ 633,709.21	\$ 19,153.86	\$ 652,863.07	9/26/2014	\$ 166,291.69	\$ 2,494.37	\$ 168,786.03	7/6/2014	\$ 144,976.76	\$ 23,274.65	\$ 168,251.44	8/11/2014	\$ 155,428.18	\$ 22,286.84	\$ 177,715.02	6/1/2014	\$ 110,942.39	\$ 14,033.39	\$ 124,975.78
11/15/2014	\$ 594,316.85	\$ 17,963.22	\$ 612,280.08	11/22/2014	\$ 643,214.80	\$ 9,648.22	\$ 652,863.07					7/6/2015	\$ 147,151.41	\$ 21,100.04	\$ 168,251.44	2/11/2015	\$ 157,759.60	\$ 19,955.42	\$ 177,715.02	12/1/2014	\$ 112,606.53	\$ 12,365.25	\$ 124,975.78
5/15/2015	\$ 603,231.47	\$ 9,048.47	\$ 612,280.08									7/6/2016	\$ 149,358.68	\$ 18,892.77	\$ 168,251.44	8/11/2015	\$ 161,128.00	\$ 17,368.02	\$ 177,715.02	6/1/2015	\$ 114,295.63	\$ 10,660.15	\$ 124,975.78
												7/6/2017	\$ 151,599.06	\$ 16,652.39	\$ 168,251.44	2/11/2016	\$ 162,527.89	\$ 15,187.13	\$ 177,715.02	12/1/2015	\$ 116,010.06	\$ 8,965.72	\$ 124,975.78
												7/6/2018	\$ 153,873.04	\$ 14,378.40	\$ 168,251.44	8/11/2016	\$ 164,965.80	\$ 12,749.22	\$ 177,715.02	6/1/2016	\$ 117,750.21	\$ 7,225.57	\$ 124,975.78
												7/6/2019	\$ 156,181.14	\$ 12,070.31	\$ 168,251.44	2/11/2017	\$ 167,440.29	\$ 10,274.73	\$ 177,715.02	12/1/2016	\$ 119,516.47	\$ 5,459.31	\$ 124,975.78
												7/6/2020	\$ 158,523.86	\$ 9,727.59	\$ 168,251.44	8/11/2017	\$ 169,951.90	\$ 7,763.12	\$ 177,715.02	6/1/2017	\$ 121,309.21	\$ 3,666.57	\$ 124,975.78
												7/6/2021	\$ 160,901.72	\$ 7,349.73	\$ 168,251.44	2/11/2018	\$ 172,501.17	\$ 5,213.85	\$ 177,715.02	12/1/2017	\$ 123,128.51	\$ 1,846.93	\$ 124,975.78
												7/6/2022	\$ 163,315.24	\$ 4,936.21	\$ 168,251.44	8/11/2018	\$ 175,088.51	\$ 2,628.33	\$ 177,715.02	Total	\$ 1,466,157.09	\$ 158,527.71	\$ 1,624,684.80
												7/6/2023	\$ 165,765.23	\$ 2,486.48	\$ 168,251.44								
												Total	\$ 2,245,018.49	\$ 278,753.50	\$ 2,523,771.99	Total	\$ 2,228,147.14	\$ 258,862.96	\$ 2,487,010.10				

Obligation 7				Obligation 8				Obligation 9				Obligation 10				Obligation 11				Obligation 12			
Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total	Payment Date	Scheduled Principal	Scheduled Interest	Total
3/16/2012	\$ 113,805.82	\$ 28,477.86	\$ 142,283.68	3/16/2012	\$ 97,615.75	\$ 22,623.02	\$ 120,238.77	12/1/2011	\$ 97,028.83	\$ 26,097.54	\$ 123,126.37	3/21/2012	\$ 124,243.90	\$ 33,419.81	\$ 157,663.71	12/1/2011	\$ 109,325.70	\$ 21,386.09	\$ 130,711.79	6/1/2012	\$ 104,496.84	\$ 20,441.48	\$ 124,938.32
9/16/2012	\$ 115,512.91	\$ 26,770.77	\$ 142,283.68	9/16/2012	\$ 98,079.99	\$ 21,158.78	\$ 119,238.77	6/1/2012	\$ 98,484.26	\$ 24,642.10	\$ 123,126.37	9/21/2012	\$ 126,107.55	\$ 31,556.16	\$ 157,663.71	5/21/2012	\$ 110,965.58	\$ 19,746.21	\$ 130,711.79	8/1/2012	\$ 106,064.30	\$ 18,874.03	\$ 124,938.32
3/16/2013	\$ 117,245.60	\$ 25,038.08	\$ 142,283.68	3/16/2013	\$ 100,566.19	\$ 19,677.58	\$ 120,243.77	12/1/2012	\$ 99,961.53	\$ 23,184.84	\$ 123,146.37	3/21/2013	\$ 127,998.17	\$ 29,664.54	\$ 157,662.71	11/21/2012	\$ 112,630.07	\$ 18,081.72	\$ 130,711.79	12/1/2012	\$ 107,655.26	\$ 17,283.07	\$ 124,938.32
9/16/2013	\$ 119,004.28	\$ 23,279.39	\$ 142,283.68	9/16/2013	\$ 102,074.68	\$ 18,164.09	\$ 120,238.77	6/1/2013	\$ 101,460.95	\$ 21,865.42	\$ 123,326.37	9/21/2013	\$ 129,919.16	\$ 27,744.56	\$ 157,663.71	5/21/2013	\$ 114,319.52	\$ 16,392.27	\$ 130,711.79	8/1/2013	\$ 109,270.09	\$ 15,668.24	\$ 124,938.32
3/16/2014	\$ 120,789.35	\$ 21,494.33	\$ 142,283.68	3/16/2014	\$ 103,605.80	\$ 16,532.97	\$ 120,138.77	12/1/2013	\$ 102,962.86	\$ 20,143.90	\$ 123,106.76	3/21/2014	\$ 131,867.94	\$ 25,795.77	\$ 157,663.71	11/21/2013	\$ 116,034.31	\$ 14,677.48	\$ 130,711.79	12/1/2013	\$ 110,908.14	\$ 14,029.19	\$ 124,938.32
9/16/2014	\$ 122,601.19	\$ 19,682.49	\$ 142,283.68	9/16/2014	\$ 105,159.89	\$ 15,078.86	\$ 120,238.77	6/1/2014	\$ 104,527.61	\$ 18,598.76	\$ 123,126.37	9/21/2014	\$ 133,845.96	\$ 23,817.75	\$ 157,663.71	5/21/2014	\$ 117,774.83	\$ 12,536.96	\$ 130,711.79	8/1/2014	\$ 112,572.78	\$ 12,365.55	\$ 124,938.32
3/16/2015	\$ 124,440.21	\$ 17,943.47	\$ 142,383.68	3/16/2015	\$ 106,737.29	\$ 13,501.48	\$ 120,238.77	12/1/2014	\$ 106,085.52	\$ 17,030.85	\$ 123,116.37	3/21/2015	\$ 135,853.65	\$ 21,810.06	\$ 157,663.71	11/21/2014	\$ 119,541.45	\$ 11,170.34	\$ 130,711.79	12/1/2014	\$ 114,261.37	\$ 10,676.96	\$ 124,938.32
9/16/2015	\$ 126,306.81	\$ 15,976.87	\$ 142,283.68	9/16/2015	\$ 108,338.35	\$ 11,904.42	\$ 120,242.77	6/1/2015	\$ 107,686.95	\$ 15,439.41	\$ 123,126.37	9/21/2015	\$ 137,861.46	\$ 19,772.25	\$ 157,633.71	5/21/2015	\$ 121,334.57	\$ 9,377.22	\$ 130,711.79	8/1/2015	\$ 115,975.29	\$ 8,963.04	\$ 124,938.32
3/16/2016	\$ 128,201.41	\$ 14,062.27	\$ 142,263.68	3/16/2016	\$ 109,963.42	\$ 10,275.35	\$ 120,238.77	12/1/2015	\$ 109,302.26	\$ 13,824.11	\$ 123,126.37	3/21/2016	\$ 139,959.83	\$ 17,703.88	\$ 157,663.71	11/21/2015	\$ 123,154.59	\$ 7,557.20	\$ 130,711.79	12/1/2015	\$ 117,714.92	\$ 7,223.41	\$ 124,938.32
9/16/2016	\$ 130,124.43	\$ 12,169.25	\$ 142,293.68	9/16/2016	\$ 111,812.87	\$ 8,625.89	\$ 120,438.76	6/1/2016	\$ 110,941.79	\$ 12,184.58	\$ 123,126.37	9/21/2016	\$ 142,069.23	\$ 15,604.48	\$ 157,673.71	5/21/2016	\$ 125,001.91	\$ 5,709.88	\$ 130,711.79	8/1/2016	\$ 119,400.64	\$ 5,457.66	\$ 124,858.30
3/16/2017	\$ 132,076.30	\$ 10,207.38	\$ 142,283.68	3/16/2017	\$ 113,287.07	\$ 6,951.70	\$ 120,238.77	12/1/2016	\$ 112,605.92	\$ 10,520.45	\$ 123,126.37	3/21/2017	\$ 144,190.11	\$ 13,473.60	\$ 157,663.71	11/21/2016	\$ 126,876.94	\$ 3,834.85	\$ 130,711.79	12/1/2016	\$ 121,272.85	\$ 3,665.48	\$ 124,938.32
9/16/2017	\$ 134,057.44	\$ 8,228.24	\$ 142,285.68	9/16/2017	\$ 114,966.37	\$ 5,252.40	\$ 120,218.77	6/1/2017	\$ 114,295.01	\$ 8,831.36	\$ 123,126.37	9/21/2017	\$ 146,352.97	\$ 11,310.74	\$ 157,663.71	5/21/2017	\$ 128,779.90	\$ 1,531.70	\$ 130,711.79	8/1/2017	\$ 123,092.17	\$ 1,846.38	\$ 124,938.32
3/16/2018	\$ 136,068.31	\$ 6,215.37	\$ 142,283.68	3/16/2018	\$ 116,711.17	\$ 3,527.60	\$ 120,238.77	12/1/2017	\$ 116,009.43	\$ 7,116.93	\$ 123,126.37	3/21/2018	\$ 148,548.26	\$ 9,115.45	\$ 157,663.71	11/21/2017	\$ 130,081.13	\$ 4,625.58	\$ 130,711.79				
9/16/2018	\$ 138,108.33	\$ 4,174.35	\$ 142,282.68	9/16/2018	\$ 118,462.18	\$ 1,776.93	\$ 120,239.11	6/1/2018	\$ 117,749.57	\$ 5,378.79	\$ 123,128.36	9/21/2018	\$ 150,776.48	\$ 6,807.23	\$ 157,583.71	5/21/2018	\$ 132,779.90	\$ 1,531.70	\$ 130,711.79	Total	\$ 1,426,795.65	\$ 136,164.51	\$ 1,562,960.16
3/16/2019	\$ 140,180.60	\$ 2,102.71	\$ 142,283.31					12/1/2018	\$ 119,515.82	\$ 3,810.58	\$ 123,326.40	3/21/2019	\$ 153,038.13	\$ 4,625.58	\$ 157,663.71								
								6/1/2019	\$ 121,187.46	\$ 1,817.81	\$ 123,005.27	9/21/2019	\$ 155,333.82	\$ 2,300.01	\$ 157,633.83								
								Total	\$ 1,739,835.77	\$ 230,065.00	\$ 1,969,900.77	Total	\$ 2,227,987.62	\$ 294,631.87	\$ 2,522,619.49	Total	\$ 1,426,795.65	\$ 142,801.92	\$ 1,569,597.57				

See provisions relating to 4970034 November 2011 Payment
 See provisions relating to 4970031 November 2011 Payment
 See provisions relating to 4970042 December 2011 Payment
 See provisions relating to 4970050 December 2011 Payment
 See provisions relating to 4970041 November 2011 Payment
 See provisions relating to 4970040 December 2011 Payment

Handwritten signature

SCHEDULE B
Wire Transfer Instructions

1. U.S. Dollar wire transfers to USAID must be made from a foreign central bank to a U.S. bank which is "on-line" with the Federal Reserve. The Federal Reserve only deals with foreign central banks. The receiving U.S. bank must have an on-line connection with the Federal Reserve.
2. The information supplied on the wire transfer must include:
 - a. USAID ABA No. = **021030004**
 - b. *Federal Reserve Foreign Dept*
Type Code = **15** = *Payments from Foreign Central Banks*
Type Code = **10** = *Payments from Commercial Banks*
 - c. ABA (Account) No. of sender
 - d. U.S. Dollar Amount
 - e. USAID Agency Location Code (ALC) = **72000001**
 - f. Detail concerning purpose of payment
3. Questions: Federal Reserve/New York (212) 720-5840

Mb *x*

SCHEDULE C
Wire Transfer Instructions

The following information shall be included in the wire transfer instructions:

1. ABA# of Bank
2. Name and Address of Bank
3. Debt Service Account Number
4. U.S. Dollar Amount
5. Identifying Detail concerning Purpose of Payment (TFCA Debt Swap Agreement between the GOI and the USG Signed (date))

My A

I hereby certify that the attached document is a true and exact copy of the original.

A handwritten signature in cursive script, appearing to read 'D.D. Joy', written over a horizontal line.

David D. Joy
October 17, 2011